

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

18 09317

In Re: ) Case No. XX B XXXXX  
 )  
ANNA TOFANELLI, ) Chapter 13  
 )  
Debtor. ) Hon. Judge

**AGREED ORDER CONDITIONING AUTOMATIC STAY**

This matter coming before the Court upon the Motion of PERFORMANCE FINANCE (“Performance Finance”) to Modify Automatic Stay, due notice having been given, the parties being in agreement, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED:

1. Performance Finance’s Motion to Modify Automatic Stay is granted, in part, and withdrawn, in part, subject to the conditions of this Order;
2. That if not already provided, Anna Tofanelli (“Debtor”), agrees to provide Performance Finance with proof of insurance for the 2017 Indian Chieftan motor vehicle bearing a Vehicle Identification Number of 56KTCAA5H3354442 (the “Vehicle”), which is the subject of its Motion to Modify Automatic stay, *instanter*;
3. That Debtor agrees to at all times maintain valid insurance on the Vehicle wherein Performance Finance is listed as the lienholder/loss payee and agrees to provide Performance Finance with proof of same without demand;
4. That in the event Debtor converts this case to one under Chapter 7, or fails to tender payment to Performance Finance pursuant to the Chapter 13 Plan and Retail Installment Contract with Performance Finance, to the extent that said non-payment results in a default in payment obligations thereunder to Performance Finance of two (2) or more monthly payments, or otherwise fails to comply with any of the other terms or conditions of this Order, such failure shall constitute a default by Debtor of the provisions of this Order as to Performance Finance, which shall have the right to take possession of and foreclose its security interest in the Vehicle as provided by Illinois law and statute without having to seek leave of Court to modify the automatic stay in these proceedings if such default is not cured within fourteen (14) days of notice to Debtor and counsel by Performance Finance;

5. If applicable, upon modification of the automatic stay as outline above, and after Performance Finance has foreclosed its security interest in the Vehicle, Performance Finance shall be allowed an amended, unsecured claim for any deficiency balance remaining.

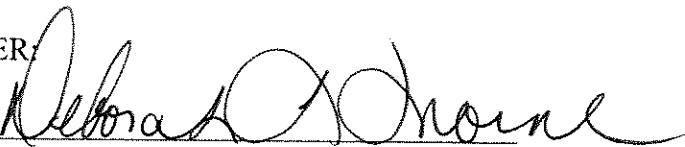
AGREED:

  
Ashley Chike, Esq.  
On behalf of Debtor, Anna Tofanelli

19 DEC 2018

  
Cari A. Kauffman, Esq.  
On behalf of Performance Finance

ENTER:



Judge: \_\_\_\_\_

**Prepared by counsel for Movant:**

Cari A. Kauffman (Ill. #6301778)  
Sorman & Frankel, Ltd.  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601  
(312) 332-3535  
(312) 332-3545 (facsimile)